REMARKS

This Amendment is in response to the Office Action dated November 21, 2008 ("OA"). In the Office Action, claims 25-28 and 33 were rejected under 35 U.S.C. § 101; claims 1-8, 10-18 and 20-33 were rejected under 35 U.S.C. § 102; and claims 9 and 19 were rejected under 35 U.S.C. § 103. By this Amendment, claims 1, 12, 19, 21 and 25-29 are amended and claims 2, 3 and 33 are canceled. Currently pending claims 1 and 4-32 are believed allowable, with claims 1, 12, 21, 23, 25, 27, 29 and 31 being independent claims.

CLAIM REJECTIONS UNDER 35 USC §101:

Claims 25-28 and 33 were rejected under 35 U.S.C. § 101 as allegedly "directed to non-statutory subject matter." OA, pp. 2. Specifically, the Examiner states, "Claims 25-28 and 33 are directed to a computer program per se." *Id.*

Claim 33 as originally presented recites,

> A computer program product stored on a computer usable medium, comprising computer readable program means for causing a computer to perform the computer program according to any one of the claims 25 to 28.

By this Amendment, claims 25-28 are amended to replace the claim language, "A computer program", with the claim language, "A computer program product stored on a computer readable medium, comprising computer readable program means for causing a computer to perform a computer program". Accordingly, claim 33 is canceled.

MPEP 2106.01 states,

> Descriptive material can be characterized as either "functional descriptive material" or "nonfunctional

> descriptive material." In this context, "functional descriptive material" consists of data structures and computer programs which impart functionality when employed as a computer component.

Claims 25-28 each recite, ". . . computer readable program means for causing a computer to perform a computer program . . . ." Those skilled in the art will appreciate that the computer programs recited by claims 25-28 impart functionality when employed as a computer component. Therefore, the Applicants respectfully submit that claims 25-28 recite functional descriptive material.

MPEP 2106.01 further states,

> When functional descriptive material is recorded on some computer-readable medium, it becomes structurally and functionally interrelated to the medium and will be statutory in most cases since use of technology permits the function of the descriptive material to be realized.

In each of claims 25-28, the computer readable program means for causing a computer to perform a computer program are embodied with a computer readable medium. Thus, claims 25-28 recite functional descriptive material embodied with a computer readable medium. The Applicants respectfully submit that claims 25-28 are therefore statutory.

For at least these reasons, claims 25-28 are believed allowable. The Applicants respectfully request allowance of claims 25-28.

CLAIM REJECTIONS UNDER 35 USC §102:

Claims 1-8, 10-18 and 20-32 were rejected under 35 U.S.C. § 102 as being anticipated by U.S. Patent Application

Publication No. US 2002/0194010 ("Bergler"). OA, pp. 2. The Examiner additionally advances an argument in regards to claim 33 in the "Claim Rejections - 35 USC § 102" section. OA, pp. 7.

To anticipate a claim under 35 USC §102, a reference must teach every element of the claim. MPEP 2131. It is by now well settled that the burden of establishing a *prima facie* case of anticipation resides with the Patent and Trademark Office. *In re Piasecki*, 745 F.2d 1468, 1472, 223 USPQ 785, 788 (Fed. Cir. 1984) quoting *In re Warner*, 379 F.2d 1011, 1016, 154 USPQ 173, 177 (CCPA 1967).

Claim 1

By this Amendment, claim 1 is amended to recite the subject matter of claim 3 in an independent form. Accordingly, claim 1 recites the subject matter of claims 1, 2 and 3 as presented in the First Preliminary Amendment filed concurrently with the instant application.

The Examiner's arguments in regard to claim 3 are therefore applied to claim 1.

A. "storing a token identifier corresponding to each data token received by the server for exchange"

Claim 1 recites, in part, "storing a token identifier corresponding to each data token received by the server for exchange". It is noted that this claim limitation was recited by claim 3 as presented in the First Preliminary Amendment filed concurrently with the instant application.

In rejecting claim 3, the Examiner states, "(see ticket page 1 [0012] line 3 also see page 6 [0062] lines 10-13)",

following "a token identifier" in the claim language quoted above. OA, pp. 4. It is thus evident that the Examiner alleges that the ticket disclosed by Bergler is equivalent to the token identifier of claim 3.

B. "comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange"

Claim 1 further recites, in part, "comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange." It is noted that this claim limitation was recited by claim 3 as presented in the First Preliminary Amendment filed concurrently with the instant application.

In rejecting claim 3, the Examiner cites page 1, paragraph [0012], lines 1-12 of Bergler. OA, pp. 4. The cited passage states,

> Per-seat terminal server licensing is typically enforced (e.g., in the Windows® 2000 Terminal Services product) by putting a "ticket" onto a client machine that indicates the machine is licensed to access the terminal server. When an unlicensed machine talks to a terminal server, the terminal server attempts to get a license for the machine through the license server. The license server provides the "ticket" which gets pushed down onto the client machine, presumably to remain there permanently, so that whenever that particular client machine connects to a terminal server, the terminal server recognizes it as having a license because of its "ticket". Bergler, pp. 1, para. [0012], ll. 1-12.

The Applicants respectfully submit that the cited passage of Bergler fails to teach or suggest comparing the token identifier for each received data token with the stored token

identifiers to detect if the same data token is received twice for exchange. To the contrary, the cited passage does not appear to disclose detecting a number of times the ticket was received for exchange. It follows that the cited passage cannot disclose detecting if the ticket is received twice for exchange.

Moreover, as noted above, the Examiner cites page 6, paragraph [0062], lines 10-13 of Bergler in regards to the preceding claim limitation. OA, pp. 4. The cited passage states,

> Referring now to FIG. 3, the license generator 106 includes processor(s) 302, a master license database 304, a license purchase module 306, and a license producing module 308. The license purchase module 306 executes on processor(s) 302 to receive a purchase request from the license server 108 to purchase software licenses. Typically the purchase request is for one or more software license packs. The purchase request includes information pertaining to the licenses and license server 108. For example, the purchase request might contain such information as a license server ID, the license server's certificate (which contains the license server's public key), a client's platform type, the quantity of licenses desired, a product ID, and a list of features that the licenses should enable. Additional information about a company 104 (e.g., name, contract number, etc.) may also be requested for purposes of tracking and report generation. The license purchase module 306 stores this information in the master license database 304. Bergler, pp. 6, para. [0062], ll. 1-18.

The Applicants respectfully submit that the cited passage of Bergler fails to teach or suggest comparing the token identifier for each received data token with the stored token identifiers to detect if the same data token is received twice for exchange.

For at least these reasons, claim 1 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 1.

Claim 4

Claim 4 is dependent on and further limits claim 1. Since claim 1 is believed allowable, claim 4 is also believed allowable for at least the same reasons as claim 1.

Claim 5

Claim 5 is dependent on claim 1 and recites, "A system as claimed in claim 1 wherein the system is adapted such that the use periods associated with alternate data tokens in a chain of data tokens received by the software controller from the licence management server do not overlap." It is emphasized that claim 5 requires that the use periods associated with alternate data tokens in a chain of data tokens received do not overlap.

In rejecting claim 5, the Examiner states, "(see temporary license, 'same licenses and new licenses) [sic] (page 7 [0070] lines 1-2, 6)", following "a token identifier" in the claim language quoted above. OA, pp. 4. Following the claim language, the Examiner states, "(see for example, a 90 day period, is a reasonable period designed to allow long term management of the license server)(see page 7 [0070] lines 3-14 also see page 3 [0022] lines 17-20)." *Id.*

The Applicants respectfully submit that even assuming *arguendo* that Bergler teaches a 90 day period being a reasonable period designed to allow long term management of the license server, such a teaching is not equivalent to the use periods

associated with alternate data tokens in a chain of data tokens received not overlapping as required by claim 5.

Furthermore, the passages cited by the Examiner are wholly contained in page 7, paragraph [0070] and pages 2-3, paragraph [0022] of Bergler. Page 7, paragraph [0070] of Bergler states,

> The period of time over which the temporary license provides terminal server 112 access to a client 110, for example, a 90 day period, is a reasonable period designed to allow long term management of the license server 108. In addition, all permanent license expiration dates (i.e., for "same" licenses and new licenses) set as discussed above, are set to provide a permanent license period that is less than the temporary license period. In this way, the system ensures that prior issued permanent licenses which expire (e.g., because they are wiped from a client machine, or because a client does not access the terminal server 112 during the "license update period"), are returned to the available license pool 314 by the license clean-up module 324 in time to be re-issued to their previous client machines. Bergler, pp. 7, para. [0070], ll. 1-14.

The Applicants respectfully submit that the cited passage does not teach or suggest that the use periods associated with alternate data tokens in a chain of data tokens received do not overlap as required by claim 5. In particular, it does not follow from the fact that a permanent license period is less than the temporary license period that the permanent license period and the temporary license period do not overlap.

Pages 2-3, paragraph [0022] of Bergler states,

> Additional and more comprehensive implementations of the invention facilitate a more realistic network computing environment in which numerous clients are vying for the available licenses from a license server's pool. A first example includes the license server issuing a temporary license to a client when the license server does not have an available permanent license. This situation arises when a client loses its permanent license prior to the license

> expiration date. In this case, when the client connects to a terminal server, the terminal server makes a license request to the license server, and the license server issues a temporary license with a temporary period which provides access to the terminal server for the client. Thereafter, each time this client connects to the terminal server during the temporary period, the terminal server requests a permanent license from the license server to replace the temporary license. Therefore, once the client's lost license reaches its expiration date and is automatically returned to the license server's available pool, the license server sets a new expiration date and pushes this same license down to the client the next time the client connects to the terminal server, thus replacing the client's temporary license. This assumes that the temporary license has not already been replaced by a new license prior to the expiration of the lost license. Only if the license server fails to acquire an available license by the end of the temporary period, will the client be denied access to the terminal server. Thus, as licenses from additional clients expire and are returned to the available pool, a given client will receive a license prior to the end of the temporary period, and not be denied access to the terminal server. Bergler, pp. 2-3, para. [0022], ll. 1-31.

The Applicants respectfully submit that the cited passage does not teach or suggest that the use periods associated with alternate data tokens in a chain of data tokens received do not overlap as required by claim 5.

Notably, the cited passage states,

> . . . the license server issues a temporary license with a temporary period which provides access to the terminal server for the client. Thereafter, <u>each time this client connects to the terminal server during the temporary period</u>, the terminal server requests a permanent license from the license server to replace the temporary license. Bergler, pp. 3, para. [0022], ll. 11-17 (emphasis added).

It is emphasized that the terminal server requesting a permanent license from the license server to replace the temporary license occurs during the temporary period.

The cited passage further states, ". . . the license server sets a new expiration date and pushes this same license down to the client the next time the client connects to the terminal server, thus replacing the client's temporary license." Bergler, pp. 3, para. [0022], ll. 19-22 (emphasis added). For the reasons noted above, this action is occurring during the temporary period. However, the fact that the "same license" replaces the client's temporary license suggests that the "same license" is currently in its use period. Otherwise, the client would be unable to connect to the terminal server, as the temporary license which previously provided access was replaced.

The cited passage further states, "Only if the license server fails to acquire an available license by the end of the temporary period, will the client be denied access to the terminal server." Bergler, pp. 3, para. [0022], ll. 24-27. It follows that the client will not be denied access to the terminal server in any other case, including the case where the temporary license is replaced as described above. However, if the "same license" which replaced the temporary license is not already in its use period, replacing the temporary license will cause the client to be denied access to the terminal server. This is a contradiction. Therefore, the "same license" must currently be in its use period.

It therefore follows that the use periods of the "same license" and the temporary license can overlap. The Applicants respectfully submit that this fact teaches away from the use periods associated with alternate data tokens in a chain of data tokens received not overlapping as required by claim 5.

For at least these reasons, claim 5 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 5.

Claims 6-8

Claims 6-8 are dependent on and further limit claim 1. Since claim 1 is believed allowable, claims 6-8 are also believed allowable for at least the same reasons as claim 1.

Claims 10-11

Claims 10-11 are dependent on and further limit claim 1. Since claim 1 is believed allowable, claims 10-11 are also believed allowable for at least the same reasons as claim 1.

Claim 12

C. "a software controller for controlling use of a software product at a user device"

Claim 12 recites, in part, "a software controller for controlling use of a software product at a user device".

In rejecting this limitation of claim 12, the Examiner states, "a software controller/control logic/program code (see terminal server) (page 2 [0020] line 4) . . . ." OA, pp. 5. Thus, it is evident that the Examiner alleges that the terminal server disclosed by Bergler is equivalent to the software controller required by claim 12.

D. "supplying one of the current data token and the exchange token . . ."

Claim 12 recites, in part,

> supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token (a) to extend the licence for the software product beyond the use period associated with a current data token supplied by the licence management server and (b) if a said exchange token is received by the software controller in the absence of a current data token;

It is emphasized that claim 12 requires supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token.

In rejecting this limitation of claim 12, the Examiner states, "(e.g., if the license server is unable to locate the 'same' permanent license, it then issues a new license with a new expiration date. The new expiration date is the extended use period)(see page 9 [0087] lines 2-6)". OA, pp. 6.

The Examiner further states, "(new license)", following the claim language, "the current data token". OA, pp. 6. It is thus evident that the Examiner alleges the new license of Bergler to disclose the current data token required by claim 12.

The Examiner further states, "(update token)", following the claim language, "the exchange token". OA, pp. 6. It is thus evident that the Examiner alleges the updated token of Bergler to disclose the exchange token required by claim 12.

The passage of Bergler cited by the Examiner states,

> If the license server 108 is unable to locate the "same" permanent license (meaning that this license was already reissued to a different client), it then searches for any new permanent license (operation 416) in the available license pool 314 and issues a new license with a new

> expiration date at operation 418. However, when a new . . . . Bergler, pp. 9, para. [0087], ll. 1-6.

The Applicants respectfully submit that the cited passage, by itself, fails to teach or suggest supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token. Notably, the cited passage fails to disclose that either the "same" permanent license or any new permanent license is supplied to the license server via a network.

Moreover, this limitation of claim 12 is found under claim language which states, "wherein the software controller is adapted for . . . ." Thus, claim 12 requires that the method steps described in this limitation are performed by the software controller. However, the license server disclosed by Bergler is clearly not equivalent to the terminal server alleged by the Examiner to be equivalent to the software controller required by claim 12. Therefore, the license server locating a license clearly cannot teach or suggest the software controller supplying one of the current data token and the exchange token to the licence management server as required by claim 12.

The passage cited by the Examiner is found in a fourth scenario disclosed in page 9, paragraphs [0084]-[0087] of Bergler. Page 9, paragraph [0086] of Bergler states,

> If the license server 108 is available (operation 442), the terminal server 112 automatically makes a license request at operation 410. The license server 108 receives the request at operation 412 (FIG. 4B), and determines at operation 414 that the client 110 has been licensed before, but that its permanent license has expired. Therefore, the license server 108 searches the available license pool 314 and attempts to locate the client's expired or "same" permanent license (operation 414). If this "same" license has not been issued to a different client, it will be

> available in the available license pool 314 for updating and issuing to the same client. The license server 108 would therefore reset the expiration date and reissue the "same" license to the client 110 at operation 436. The updated "same" license would then be pushed down to the client 110 through the terminal server 112 to the client 110.

Thus, Bergler discloses that the terminal server automatically makes a license request and that the license server receives the request. However, absent from this passage of Bergler is any teaching or suggestion that the license request comprises a structure equivalent to a current data token or an exchange token. In particular, absent from this passage of Bergler is any teaching or suggestion that the license request comprises the new license alleged by the Examiner to disclose the current data token. Similarly, absent from this passage of Bergler is any teaching or suggestion that the license request comprises the updated token of Bergler alleged by the Examiner to disclose the exchange token. Therefore, the Applicants respectfully submit that the license request disclosed in page 9, paragraph [0086] of Bergler cannot teach or suggest supplying one of the current data token and the exchange token to the licence management server to be exchanged for a new data token as required by claim 12.

Moreover, no other passage in page 9, paragraphs [0084]-[0087] of Bergler appears to teach or suggest supplying one of the current data token and the exchange token to the licence management server to be exchanged for a new data token as required by claim 12.

For at least these reasons, claim 12 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 12.

Claim 13

Claim 13 is dependent on claim 12 and recites, "A system as claimed in claim 12 wherein a said data token comprises a coin."

In rejecting claim 13, the Examiner states, "(Examiner holds that token is a coin)." OA, pp. 6.

In making a *prima facie* case of equivalence, the Examiner should provide an explanation and rationale in the Office action as to why the prior art element is an equivalent. MPEP 2183.

Additionally, in the absence of an express intent to impart a novel meaning to the claim terms, the words are presumed to take on the ordinary and customary meanings attributed to them by those of ordinary skill in the art. MPEP 2111.01 citing *Brookhill-Wilk 1, LLC v. Intuitive Surgical, Inc.*, 334 F.3d 1294, 1298 67 USPQ2d 1132, 1136 (Fed. Cir. 2003). Thus, the Applicants can act as their own lexicographers and define in the claims what they regard as their invention essentially in whatever terms they choose so long as any special meaning assigned to a term is clearly set forth in the specification. MPEP 2173.01

The specification states, "A coin is a particular form of data token, with special cryptographic properties, which is known for use as a means of payment in electronic payment systems, e.g. for on-line purchases or banking transactions." App., pp. 6, ll. 17-20.

The Applicants respectfully submit that the Examiner has not stated, and it is not apparent, why the token is a particular form of data token, with special cryptographic properties, which is known for use as a means of payment in electronic payment systems. Therefore, the token is not

inherently equivalent to a coin as the term is used in the specification.

For at least these reasons, claim 13 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 13.

Claims 14-18

Claims 14-18 are dependent on and further limit claim 12. Since claim 12 is believed allowable, claims 14-18 are also believed allowable for at least the same reasons as claim 12.

Claim 20

Claim 20 is dependent on and further limits claim 12. Since claim 12 is believed allowable, claim 20 is also believed allowable for at least the same reasons as claim 12.

Claim 21

By this Amendment, claim 21 is amended to include an additional limitation which recites, "wherein said use of the software product is not allowed if the current data token is an exchange token."

Support for this limitation is found in at least page 3, line 28 to page 4, line 2 of the specification, which states,

> Firstly, while the software controller will allow use of the software product, as described above, when the current data token has been supplied by the licence management server, this is not the case if the current data token is an exchange token (as occurs when an exchange token, obtained from a first software controller is supplied to another software controller). In this case, i.e. if the

> current data token is an exchange token (circumstance (b) above), the software controller will supply the exchange token to the licence management server for exchange. In effect therefore, an exchange token can be exchanged but not used. App., pp. 3, ll. 28 - pp. 4, ll. 2.

Further support for this limitation is found in at least page 15, lines 19-22 of the specification, which state,

> Specifically, while a copy of a current coin, serving as the exchange token here, is made available to the user for transfer purposes, this copy coin cannot itself be used on a new device. This is because copy coins can only be exchanged, not used, by the software controller. App., pp. 15, ll. 19-22.

Claim 21 further recites, in part, "enabling user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another said software controller."

The Examiner further states, "(see update 'same' license, page 9 [0086] line 14)", following the claim language, "the exchange token". OA, pp. 3. It is thus evident that the Examiner alleges the "same" license of Bergler to disclose the exchange token required by claim 21.

Page 9, paragraph [0086] of Bergler states,

> If the license server 108 is available (operation 442), the terminal server 112 automatically makes a license request at operation 410. The license server 108 receives the request at operation 412 (FIG. 4B), and determines at operation 414 that the client 110 has been licensed before, but that its permanent license has expired. Therefore, the license server 108 searches the available license pool 314 and attempts to locate the client's expired or "same" permanent license (operation 414). If this "same" license has not been issued to a different client, it will be available in the available license pool 314 for updating

> and issuing to the same client. The license server 108 would therefore reset the expiration date and reissue the "same" license to the client 110 at operation 436. The updated "same" license would then be pushed down to the client 110 through the terminal server 112 to the client 110.

Claim 21 requires that the exchange token is dependent on the current data token supplied by the licence management server. However, the cited passage does not appear to teach or suggest that the client's expired or "same" permanent license is dependent on a current data token supplied by the licence management server. Therefore, the client's expired or "same" permanent license, as disclosed by Bergler, cannot be equivalent to the exchange token of claim 21.

However, claim 21 also requires that said use of the software product is not allowed if the current data token is an exchange token. A license with an expiration date in the future grants access to the software product. Therefore, the "same" license, subsequent to the resetting of its expiration date, likewise cannot be equivalent to the exchange token of claim 21.

The Applicants respectfully submit that the "same" license disclosed by Bergler, either before or after the update of its expiration date, cannot be equivalent to the exchange token required by claim 21.

For at least these reasons, claim 21 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 21.

Claim 22

Claim 22 is dependent on and further limits claim 21. Since claim 21 is believed allowable, claim 22 is also believed allowable for at least the same reasons as claim 21.

Claim 23

Claim 23 recites, in part,

> supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token (a) to extend the licence for the software product beyond the use period associated with a current data token supplied by the licence management server and (b) if a said exchange token is received by the software controller in the absence of a current data token.

The Examiner rejects claim 23 according to the same rationale as claim 12. OA, pp. 5-6.

The Applicants respectfully submit that the reasons discussed above in regards to claim 12 as to why Bergler fails to teach or suggest supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token apply equally to claim 23.

For at least these reasons, claim 23 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 23.

Claim 24

Claim 24 is dependent on and further limits claim 23. Since claim 23 is believed allowable, claim 24 is also believed allowable for at least the same reasons as claim 23.

Claim 25

By this Amendment, claim 25 is amended to include an additional limitation which recites, "wherein said use of the software product is not allowed if the current data token is an exchange token."

Support for this limitation is found in at least page 3, line 28 to page 4, line 2 and page 15, lines 19-22 of the specification. The cited passages are reproduced above in regards to claim 21.

The Examiner rejects claim 25 according to the same rationale as claim 21. OA, pp. 2-4.

The Applicants respectfully submit that the reasons discussed above in regards to claim 21 as to why Bergler fails to teach or suggest "wherein said use of the software product is not allowed if the current data token is an exchange token" and "enabling user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another said software controller" apply equally to claim 25.

For at least these reasons, claim 25 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 25.

Claim 26

Claim 26 is dependent on and further limits claim 21. Since claim 21 is believed allowable, claim 26 is also believed allowable for at least the same reasons as claim 21.

Claim 27

Claim 27 recites, in part,

> supply one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token (a) to extend the licence for the software product beyond the use period associated with a current data token supplied by the licence management server and (b) if a said exchange token is received by the user device in the absence of a current data token.

The Examiner rejects claim 27 according to the same rationale as claim 12. OA, pp. 5-6.

The Applicants respectfully submit that the reasons discussed above in regards to claim 12 as to why Bergler fails to teach or suggest supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token apply equally to claim 27.

For at least these reasons, claim 27 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 27.

Claim 28

Claim 28 is dependent on and further limits claim 23. Since claim 23 is believed allowable, claim 28 is also believed allowable for at least the same reasons as claim 23.

Claim 29

By this Amendment, claim 29 is amended to include an additional limitation which recites, "wherein said use of the software product is not allowed if the current data token is an exchange token."

Support for this limitation is found in at least page 3, line 28 to page 4, line 2 and page 15, lines 19-22 of the specification. The cited passages are reproduced above in regards to claim 21.

The Examiner rejects claim 29 according to the same rationale as claim 21. OA, pp. 2-4.

The Applicants respectfully submit that the reasons discussed above in regards to claim 21 as to why Bergler fails to teach or suggest "wherein said use of the software product is not allowed if the current data token is an exchange token" and "enabling user access to an exchange token, dependent on the current data token supplied by the licence management server, whereby the exchange token can be supplied as a current data token to another said software controller" apply equally to claim 29.

For at least these reasons, claim 29 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 29.

Claim 30

Claim 30 is dependent on and further limits claim 29. Since claim 29 is believed allowable, claim 30 is also believed allowable for at least the same reasons as claim 29.

Claim 31

Claim 31 recites, in part,

> supplying one of the current data token and an exchange token, associated with said licence, via the network to the licence management server to be exchanged for a new data token (a) to extend the licence for the software product beyond the use period associated with a current data token supplied by the licence management server and (b) if a said exchange token is received by the user device in the absence of a current data token.

The Examiner rejects claim 31 according to the same rationale as claim 12. OA, pp. 5-6.

The Applicants respectfully submit that the reasons discussed above in regards to claim 12 as to why Bergler fails to teach or suggest supplying one of the current data token and the exchange token via the network to the licence management server to be exchanged for a new data token apply equally to claim 31.

For at least these reasons, claim 31 is believed allowable. The Applicants respectfully request reconsideration and allowance of claim 31.

Claim 32

Claim 32 is dependent on and further limits claim 31. Since claim 31 is believed allowable, claim 32 is also believed allowable for at least the same reasons as claim 31.

CLAIM REJECTIONS UNDER 35 USC §103:

Claim 9 was rejected under 35 U.S.C. § 103 as being unpatentable over Bergler in view of U.S. Patent Application Publication No. US 2005/0114266 ("Satkunanathan"). OA, pp. 8.

Claim 19 was rejected under 35 U.S.C. § 103 as being unpatentable over Bergler in view of U.S. Patent Application Publication No. US 2002/0174356 ("Padole"). OA, pp. 8.

Claim 9

Claim 9 is dependent on and further limits claim 1. Since claim 1 is believed allowable, claim 9 is also believed allowable for at least the same reasons as claim 1.

Claim 19

Claim 19 is dependent on and further limits claim 18. Since claim 18 is believed allowable, claim 19 is also believed allowable for at least the same reasons as claim 18.

CONCLUSION

In view of the forgoing remarks, it is respectfully submitted that this case is now in condition for allowance and such action is respectfully requested. If any points remain at issue that the Examiner feels could best be resolved by a

telephone interview, the Examiner is urged to contact the attorney below.

No fee is believed due with this Amendment, however, should such a fee be required please charge Deposit Account 50-0510 the required fee. Should any extensions of time be required, please consider this a petition thereof and charge Deposit Account 50-0510 the required fee.

Respectfully submitted,

Dated: February 23, 2009

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